

RFP21-08

City of Concord, New Hampshire

Purchasing Division

REPLACEMENT WINDOWS-CONCORD FIRE STATIONS

Prepared for, and in coordination with the

FIRE DEPARTMENT

Contract Documents
Proposal Documents
Specifications

Firm: _____

PROPOSAL DUE DATE/TIME: JANUARY 4, 2008 NOT LATER THAN 2:00 PM



City of Concord, New Hampshire

PURCHASING DIVISION

41 GREEN STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603)230-3656

www.onconcord.com/purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to provide all labor and materials to remove current windows and provide, deliver and install replacement windows at the City's four fire stations. Each firm submitting a proposal must be an authorized dealer for the manufacturer of the windows being offered.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received **not later than 2:00 PM on January 4, 2008** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP21-08 REPLACEMENT WINDOWS-CONCORD FIRE STATIONS"

Requests may be issued only by the Purchasing Agent, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Agent.

Specifications are available from the Purchasing Division, City of Concord, City Hall, 41 Green Street, Concord, NH 03301 (603-225-8530) or on-line at www.onconcord.com/Purchasing.

There will not be a pre-proposal meeting prior to the due date for the return of proposals. Contractors interested in visiting each Fire Station to view the windows to be replaced should schedule an appointment with Deputy Fire Chief Bob Vezina at (603) 225-8650.

Each proposal shall be accompanied by a certified check, cash, check drawn by a New Hampshire bank or proposal bond for and subject to the conditions provided in this RFP. The amount of such proposal deposit shall be 5 percent (5%) of the total proposal and made payable to the City of Concord, New Hampshire.

The successful proposer will be required to furnish a performance bond and a separate payment bond in the amount of one hundred percent (100%) of the subsequent Agreement.

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

Retainage: On not later than the last day of the subsequent month, the City shall, after deducting previous payments made, pay to the Contractor 90% of the amount of the estimate as approved by the City. The 10% retained percentage shall be held by the City until final inspection and acceptance. At such time the retainage may be reduced to 2% of the total value of the contract and this amount shall be held for 12-months. This retainage shall be held in a non-interest bearing account.

Liquidated Damages: In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before the date of completion, the City shall deduct from the payments due the Contractor each month, the sum of two hundred fifty dollars (\$250.00) plus engineering charges per day for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be deducted from any other monies due or to become due the Contractor or shall be paid by the Contractor's surety.

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

Failure to submit all information as detailed on the Proposal Submission Checklist and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are, at the discretion of the City, advertised in various publications and are posted publicly at (1) City of Concord, City Hall, 1st Floor, 41 Green Street, Concord, NH 03301 and (2) on the City of Concord web site at www.onconcord.com/purchasing.

CITY OF CONCORD, NEW HAMPSHIRE

Douglas B. Ross, Purchasing Agent
Date: _____

Proposal Due Date/Time: January 4, 2008 not later than 2:00 PM

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all items appearing on the proposal forms unless specific directions in the advertisement, on the proposal form or in the special provisions allowed for partial Proposals. Failure to quote on all items may disqualify the proposal. When proposals on all items are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to, sample(s), if requested, and specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the proposer agrees that the proposal shall be deemed open for acceptance for Sixty (60) calendar days subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Agent no later than seven (7) calendar days before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery materials are allowed. Any such violation will result in the cancellation and/or return of materials, as applicable, and the removal from Proposal List).

The name of manufacturer, trade name, or catalog number mentioned in this Request for Proposal is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory. Proposals will be considered for any brand which meets or exceeds the quality of the specifications listed. On all such proposals, the Proposer shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

When samples are required, they must be submitted free of cost and will be returned unless otherwise specified.

Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the City. Said demonstration units shall not be offered to the City as new equipment unless mutually agreed to.

The vendor may be required to supply proof of compliance with proposal specifications. When requested, the vendor must immediately supply the City with certified test results or certificates of compliance. Where none are available, the City may require independent laboratory testing. All costs for such testing, certified test results or certificates of compliance, shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted.

Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to price, delivery, financial resources, experience, ability to perform and quality, award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts be awarded, among other considerations, only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible proposer based on the qualifications and experience of the proposer, the quality of the equipment/product/service to be provided, the proposer's ability to provide ongoing technical support, the proposer's timeframe

for providing the equipment/product/service and the proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The proposer selected will be the most qualified and not necessarily the proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the proposer, except for the return of the proposal bond, at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

RETURN OF PROPOSAL BOND:

All proposal bonds, except that of the successful proposer, will be returned after the City has awarded a contract. The successful proposer's proposal bond will be returned as soon as an agreement has been fully executed.

REQUIREMENTS OF SURETY BONDS:

At the time of the execution of the agreement, the successful proposer shall furnish the City with surety bonds, which have been fully executed by the proposer, guaranteeing the performance of

the work and the payment of all legal debts that may be incurred by reason of the vendor's performance of the work. The surety and the form of the bonds shall be acceptable to the City. Unless otherwise specified, the surety bonds shall be in the sum equal to the full amount of the agreement.

INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

EXECUTION OF AGREEMENT:

The successful proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement and surety bonds that have been fully executed by the successful proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful proposer to execute the agreement and/or furnish acceptable surety bonds within ten (10) calendar days from the date mailed or otherwise delivered to the successful proposer shall be just cause for cancellation of the award and forfeiture of the proposal bond, not as a penalty, but as liquidation of damages to the City.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

SAFETY DATA SHEET (Right to Know):

Any vendor who receives an order resulting from this Request for Proposal agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with that purchase order. Failure to submit MSDS and/or labels on each container may result in civil or criminal penalties, including proposal debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the City. All vendors furnishing substances or mixtures subject to RSA 277-A are cautioned to obtain and read the law referenced above.

PATENT PROTECTION:

The successful proposer agrees to indemnify and defend the City of Concord from all claims and losses resulting from alleged and actual patent infringements and further agree to hold the City of Concord harmless from any liability arising under RSA 382-A, 2-312 (3). (Uniform Commercial Code).

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful proposer shall belong exclusively to the City.

ASSIGNMENT PROVISION:

The successful proposer hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

DELIVERY:

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

Deliveries, which do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly. Deliveries shall be inside the building, and accepted weekdays

between the hours of 8:30 AM and 3:30 PM unless otherwise stated. Delivery arrangements must be made with requesting department prior to delivery.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

All invoices must reference a valid City of Concord Purchase Order Number.

PROGRESS PAYMENTS AND RETAINAGE:

Progress Payments: On not later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month together with such supporting evidence as required by the City.

Retainage: On not later than the last day of the subsequent month, the City shall, after deducting previous payments made, pay to the Contractor 90% of the amount of the estimate as approved by the City. The 10% retained percentage shall be held by the City until final inspection and acceptance. At such time the retainage may be reduced to 2% of the total value of the contract and this amount shall be held for 12 months. This retainage shall be held in a non-interest bearing account.

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the City and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the work or services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the goods/services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these goods/services from any other vendor.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material and transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND NOISE ORDINANCES

All work shall be conducted in conformance with Title I, General Code

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6 Noise

GUARANTEES & WARRANTY:

All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed. Non-guaranteed work must be offered at a discount rate from the proposal prices. **Inspection, testing and final determination of non-warranty work shall be performed at no cost to the City.**

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or the inability to enforce a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED:

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and/or Contract shall forthwith be physically amended to make such insertion or correction.

LIQUIDATED DAMAGES:

In the event that the Contractor fails to satisfactorily complete the work contemplated and provided for under this contract, on or before the date of completion, the City shall deduct from the payments due the Contractor each month, the sum of **two hundred fifty dollars (\$250.00) plus engineering charges per day** for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay, to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages said damages shall be deducted from any other monies due or to become due the Contractor or shall be paid by the Contractor's surety.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

NON-RECRUITMENT OF PERSONNEL

During the term of the Agreement and for twenty-four (24) months thereafter, the City and the successful vendor party agree not to solicit or hire current or former employees without the other's prior written consent.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

INSTRUCTIONS TO PROPOSERS

RFP21-08

REPLACEMENT WINDOWS-CONCORD FIRE STATIONS

1. EXPLANATION TO PROPOSERS

Any explanation regarding the meaning or interpretation of specifications or other contract documents must be requested in writing within seven (7) calendar days of the proposal due date in order to be considered. Any such explanations or interpretations shall be made in the form of addenda to the contract documents and shall be furnished, by the Purchasing Agent, to all proposers who shall acknowledge all addenda with their proposals. Oral explanations and interpretations made prior to the proposal opening shall not be binding. Requests for explanations should be addressed to: Douglas B. Ross, Purchasing Agent, City of Concord, Purchasing Division, 41 Green Street, Concord, NH 03301 (603) 225-8530; (603) 230-3656 (Fax); dross@onconcord.com.

2. GUIDELINES FOR PROSPECTIVE CONTRACTORS:

It is the policy of the City that contracts are awarded only to responsive and responsible offerers. In order to qualify as responsive and responsible, a prospective contractor must meet the following standards as they relate to this request:

- A. Have the adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- B. Have the necessary experience, organization, technical and professional qualification, skills, and facilities;
- C. Be able to comply with the proposed or required time of completion or performance schedule;
- D. Have a satisfactory record of performance; and
- E. Adhere to the specifications of this proposal and provide all documentation required of this proposal

3. PROPOSAL SUBMISSION:

In order to be considered responsive, proposals must be submitted in one (1) original and one (1) identical copy to Douglas Ross, Purchasing Agent, City Hall, 41 Green Street, Concord, NH 03301. Proposals must be received no later than 2:00 PM on **January 4, 2008** to be eligible for consideration by the City. Each proposal shall be submitted in a sealed envelope, which is clearly marked:

**“RFP21-08
REPLACEMENT WINDOWS-CONCORD FIRE STATIONS”**

There will not be a pre-proposal meeting prior to the due date for the return of proposals. Contractors interested in visiting each Fire Station to view the windows to be replaced should schedule an appointment with Deputy Fire Chief Bob Vezina at (603) 225-8650.

4. PROPOSAL EVALUATION:

See General Terms and Conditions and Evaluation Sheet

5. INSURANCE:

See General Terms and Conditions and Insurance Requirements for All Contractors

6. PROTECTION OF WORK, PROPERTY, AND PERSONS:

The contractor shall adequately protect each work site, adjacent property and persons and shall be responsible for any damage or injury due to his actions or negligence.

7. CLEAN-UP:

The contractor shall promptly remove waste material and rubbish and shall not allow dust or debris to be scattered beyond the immediate work area. At the end of each workday, the work site shall be cleaned and all debris removed. Upon completion of the project, the contractor shall thoroughly clean the work area and remove all debris.

8. TIME:

The contractor shall include as part of his proposal the number of calendar days to:

1. Commence work following issuance of a Notice to Proceed
2. Complete all work following commencement of the project

Work will be performed between the hours of 7:00 AM and 3:30 PM weekdays, or as otherwise approved by the City.

9. WORKMANSHIP:

The workmanship shall be in accordance with modern standard practices and shall be state of the art. The contractor shall only employ craftsmen who are qualified to perform the required work.

10. PERMITS AND FEES:

The Contractor shall obtain and pay for all permits necessary for the work to be performed. The Contractor shall comply with all laws and regulations with respect to the conduct of the work

11. PRE-INSTALLATION CONFERENCE:

A pre-installation conference shall be held at a date and time mutually agreed upon by the Fire Department and the contractor. Work on the project shall not commence until this meeting has been held.

12. EXTRAS

Except as otherwise provided herein, no payment for extras shall be made unless and until such extras and the price thereof have been authorized in writing by the City of Concord.

13. EXTRA WORK

The Contractor shall do any work incidental to the proper completion of the Contract not herein otherwise provided for when and as ordered in writing by the City. The amount of compensation to be paid to the Contractor for extra work as so ordered, shall be determined by the City to be one of the following:

By such applicable unit prices, if any, as set forth in the Contract; or

If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed to by the City and the Contractor; or

If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then by the actual net cost in money to the Contractor as approved by the City of the materials and of the wages of applied labor required for such extra work, plus such rental of plant and equipment (other than small tools) required and approved for such extra work, plus ten percent (10%). No extra work will be paid for unless specifically order as such by the City in writing.

In the case of extra work performed by subcontractors, whether under the specific Contract item provided herein, or otherwise approved by the City, the ten percent (10%) added to the reasonable cost of the work will be allowed only to the subcontractor. On such work, an additional five percent (5%) of the reasonable cost (before addition to the ten percent (10%) will be paid to the Contractor)

14. OPPORTUNITIES FOR RESIDENTS

The Contractor covenants and agrees that with respect to the work to be performed under this Contract, the Contractor will take affirmative action to insure that residents of the City of Concord are given maximum opportunity for employment and that business concerns located in, or owned in substantial part by, residents of the City of Concord are to the greatest extent feasible, awarded contracts.

The City of Concord may request, in which case the Contractor shall provide, such information as the City shall determine is necessary to ascertain the Contractor's conformance with the provisions of this section.

15. QUALIFICATIONS OF BIDDER:

The City of Concord may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

16. THE DEPUTY FIRE CHIEF TO DECIDE:

The Deputy Fire Chief, or his designee, shall decide all questions which may arise as to the performance, continuity and acceptability of work to be done and all materials to be furnished under this contract, and shall decide all questions which may arise as to the interpretation of plans and specifications used and as to the fulfillment of this contract on the part of the Contractor and as to defects in the Contractor's work. The order, progress and methods of construction shall at all times be satisfactory to the Deputy Fire Chief, or his designee. The Contractor shall vie his/her attention constantly to the faithful prosecution of the work, and shall keep the same under his/her personal control.

17. TIME AND MANNER OF DOING THE WORK:

Before any work is begun, the Contractor shall discuss fully with the Deputy Fire Chief, or his designee, the order and manner of doing the work and the operating procedure shall at all items comply with the requirements of Deputy Fire Chief. Care should be taken to keep private and commercial entrance (i.e. service roads and walkways) interruptions to a minimum and advance notice should be given the occupant when such interruptions are anticipated.

18. GENERAL PROVISIONS:

Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Deputy Fire Chief, or his designee, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which orders are given.

19. LAWS AND REGULATIONS:

The Contractor shall be fully informed of all state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction authority over the same. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or contract for the work in relation to any such laws, ordinances, regulations, orders or decrees, the Contractor shall forthwith report the same to the Deputy Fire Chief, or his designee, in writing. The Contractor shall at all times observe and comply with and shall cause all of the Contractor's agents and employees to observe and comply with such laws ordinances, regulations, orders and decrees; and shall protect and indemnify the City and its officers, agents and servants against any

claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or decrees, whether by the Contractor or the Contractor's employees or subcontractors.

20. EXISTING STRUCTURES:

The Contractor shall take full responsibility for maintaining and restoring all existing structures encountered by the Contractor's construction operations, including paving, catch basins, drains, electric light power, telephone poles, gas mains and any other structures encountered above or below ground. Damage to utilities will be repaired by the respective utility and the Contractor will pay all cost of repairs and/or damage incurred. The Contractor shall receive no additional compensation for maintaining, supporting protecting, restoring, and relocating if necessary, all electric light power and telephone poles and lines, and gas mains which are encountered in the Contractor's work.

21. USE OF HIGHWAYS:

The use of state, city and town highways for hauling construction equipment or materials involved in the work will be subject to the rules and regulations of the state highway department, city or town governing such use by contractors and the Contractor shall comply with all such rules and regulations.

22. BARRICADES, DANGER, WARNING AND DETOUR SIGNS:

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient warning lights, danger signals and signs in numbers as required, and shall take all necessary precautions for the protection of the work and the safety of the public.

As a further precaution, the Contractor shall keep, from any city land or easements at the site of work, all persons not directly connected with the work or authorized by the Deputy Fire Chief, or his designee, to be in the work area.

23. ACCESS TO WORK:

Authorized agents and employees of the city may, at any time and for any purpose, enter upon the work and premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefore. Other contractors of the City, federal, state and city officials and landowners may also, for all the purposes which may be required by their agreements and contracts, enter upon the work and premises used by the Contractor and other contractors of the City, federal, state or landowners in regard to their work as determined by the City.

24. SITE MANAGEMENT, DUST CONTROL, ETC.:

The Contractor shall maintain the site of the work in a reasonable condition, shall avoid or promptly remove accumulations of dirt, debris, etc., from highways and storage areas, shall control the creation of a dust nuisance, shall limit noise, and vibration and take such other measures as may be reasonable or proper to avoid undue nuisance to surrounding property owners.

25. ALL WORK TO BE INSPECTED:

Proper notice shall be given the Deputy Fire Chief, or his designee, by the Contractor of the times and places the Contractor intends to do work. All work is subject to inspection by the Deputy Fire Chief, or his designee. Any work which is done contrary to the direction of the Deputy Fire Chief, or his designee, shall be considered unauthorized. If such unauthorized work is not accepted by the Deputy Fire Chief, or his designee, the Contractor shall agree to remove and replace such unauthorized work at the Contractor's own expense to the satisfaction of the Deputy Fire Chief, or his designee, when directed to do so.

26. CLEANING UP OR RESTORATION WORK:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's employees or work, or the employees or work of any of the Contractor's subcontractors.

27. EMERGENCY REPAIRS, ETC.:

If, in the opinion of the Deputy Fire Chief, or his designee, at any time while the Contractor is responsible for the work or maintenance thereof, any emergency exists because of the Contractor's work, the Deputy Fire Chief, or his designee, may direct the Contractor or the Contractor's representative to remedy the difficulty immediately. If the Contractor or Contractor's representative is not present or is not immediately available or able to receive such orders or to perform the emergency services needed, or fails to act following such notice, the Deputy Fire Chief, or his designee, acting for the City, may cause such defects to be corrected by such person(s) or means as he/she may elect, and the Contractor shall reimburse the City of any expense incurred by it in performing such work. The City may deduct from any sum or sums due or to become due to the Contractor such sum or sums as may be proper to reimburse the City of such expense(s), or may collect the costs of such work by other means.

28. ACT OR FAILURE TO ACT ON PART OF THE DEPUTY FIRE CHIEF DOES NOT REDUCE LIABILITY OF CONTRACTOR:

Given notice, or failure to give notice, or acting as authorized in the preceding sections, or failure to so act on the part of the Deputy Fire Chief, or his designee, or any questions as to the adequacy of the notice by the Deputy Fire Chief, or his designee, or of his acts or those of the City as provided in those sections shall not in any way relieve the Contractor from any part of the Contractor's responsibility or liability for performing any and all of the acts and assuming any and all of the risks, duties and liabilities which the Contractor is obligated to perform or assume.

29. OSHA REGULATIONS:

The Contractor shall follow and shall maintain all safety standards as prescribed by OSHA without exception. The Deputy Fire Chief, or his designee, shall require strict adherence to all safety rules and regulations. The Federal Register Number for Contractor reference is Vol. 37, Part 262 (or the most current number). The Federal Register Number for construction work for reference is Vol. 37, Part 243 (or the most current number).

SCOPE OF SERVICES

GENERAL

The purpose of this REQUEST FOR PROPOSAL is to establish a contract for the City of Concord for window replacement at four Fire Stations.

The successful contractor shall furnish and install all material and labor to replace up to:

- Sixty-one (61) Casement Windows
- Twenty-two (22) Picture Windows
- Three (3) Picture with Awning Window
- Six (6) Double Hung Windows

Window dimensions vary and will require field measurement by interested contractors.

Work may begin as soon as possible, but may also be postponed until the spring of 2008 when weather conditions are more favorable.

Windows shall be complete with hardware, glazing, weather-strip, insect screen and standard or specified anchors, trim, attachments, and accessories.

Work within this request for proposal (RFP) shall include the following:

- Remove current windows and provide material and labor to install replacement windows.
- Contractor is responsible for disposing of all demolition debris.
- Contractor will provide storage trailers/dumpsters if necessary. City of Concord will provide exterior space for the placement of storage trailers/dumpsters. No interior storage space will be provided by City of Concord.
- Working hours 7:00 AM to 3:30 PM unless other arrangements are made
- All window openings are to be closed and secure at the close of each day.
- All work to be focused on the same facility. Any exception to this will need to be approved by the Fire Department designee.
- All windows will be completely finished at one facility before moving onto another facility.
- Facility Access Code to be issued to supervisor who is to be on site for the duration of the job.
- Complete clean up to be done before the close of each day.
- Windows are to meet or exceed the following criteria:

SYSTEM DESCRIPTION

Design and Performance Requirements:

- All windows shall be compliant to Energy Star standard for Northern Zone having:
 - U-factor \leq .35 or less
 - SHGC = .30 to .60
 - AL \leq .30

- All window units shall comply with AAMA / WDMA 101 I.S.2-97 design requirements:
 - Design Pressure (30 lbf/ft²)
 - Structural Test Pressure (45 lbf/ft²)
 - Water Resistance Test Pressure (4.5 lbf/ft²)
 - Air Leakage Test Pressure (1.57 lbf/ft²)

WARRANTY

- Windows shall be warranted free from defects in manufacturing, materials, and workmanship for a period of ten (10) years from purchase date.
- Insulating glass shall be warranted against visible obstruction fern the glass caused by a failure of the insulating glass air seal for a period of twenty (20) years from the date of original purchase.

LOCATION

Fire Station 1

150 North State Street

- 18 Casement windows
- 7 Picture windows

Fire Station 4

15 Broadway Street

- 17 Casement windows
- 6 Picture windows

Fire Station 5

46 Village Street

- 16 Casement windows
- 6 Picture windows

Fire Station 7

227 Loudon Road

- 10 Casement windows
- 3 Picture windows
- 3 Picture windows with an Awning window
- 6 Double hung

There will not be a pre-proposal meeting prior to the due date for the return of proposals. Contractors interested in visiting each Fire Station to view the windows to be replaced should schedule an appointment with Deputy Fire Chief Bob Vezina at (603) 225-8650.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective contractor must submit the following documents, **in one (1) original and one (1) identical copy** as part of his/her proposal:

1. Proposal Sheet
2. 5% Proposal Bond
3. Specifications Exception Form
4. Alternate Form W-9
5. City of Concord Indemnification Agreement
6. Qualification Statement
7. Literature Detailing the Windows to be Provided
8. Literature Detailing the Warranty for the Windows to be Provided

The successful contractor must submit, prior to contract signing, the following documentation:

- 1. Payment Bond Equal to 100% of the Contract Price**
- 2. Performance Bond Equal to 100% of the Contract Price**
- 3. Insurance Certificate (Naming the City of Concord as an Additional Insured) that meets the minimum requirements for levels and types of coverage**

MODEL OF NEW PICTURE WINDOWS:

CASEMENT AND PICTURE WINDOWS MEET THE CITY'S WARRANTY REQUIREMENTS: _____ YES _____ NO. IF NO, DETAIL THE WARRANTY EXCEPTIONS ON THE SPECIFICATIONS EXCEPTION FORM.

2. FIRE STATION 4: 15 BROADWAY STREET

COST PER EACH FOR EACH NEW CASEMENT WINDOW:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

TOTAL COST FOR 17 NEW CASEMENT WINDOWS:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

MANUFACTURER OF NEW CASEMENT WINDOWS:

MODEL OF NEW CASEMENT WINDOWS:

COST PER EACH FOR EACH NEW PICTURE WINDOW:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

TOTAL COST FOR 6 NEW PICTURE WINDOWS:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

MANUFACTURER OF NEW PICTURE WINDOWS:

MODEL OF NEW PICTURE WINDOWS:

CASEMENT AND PICTURE WINDOWS MEET THE CITY'S WARRANTY REQUIREMENTS: _____ YES _____ NO. IF NO, DETAIL THE WARRANTY EXCEPTIONS ON THE SPECIFICATIONS EXCEPTION FORM.

3. FIRE STATION 5: 46 VILLAGE STREET

COST PER EACH FOR EACH NEW CASEMENT WINDOW:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

TOTAL COST FOR 16 NEW CASEMENT WINDOWS:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

MANUFACTURER OF NEW CASEMENT WINDOWS:

MODEL OF NEW CASEMENT WINDOWS:

COST PER EACH FOR EACH NEW PICTURE WINDOW:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

TOTAL COST FOR 6 NEW PICTURE WINDOWS:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

MANUFACTURER OF NEW PICTURE WINDOWS:

MODEL OF NEW PICTURE WINDOWS:

CASEMENT AND PICTURE WINDOWS MEET THE CITY'S WARRANTY REQUIREMENTS: _____ YES _____ NO. IF NO, DETAIL THE WARRANTY EXCEPTIONS ON THE SPECIFICATIONS EXCEPTION FORM.

4. FIRE STATION 7: 227 LOUDON ROAD

COST PER EACH FOR EACH NEW CASEMENT WINDOW:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

TOTAL COST FOR 10 NEW CASEMENT WINDOWS:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

MANUFACTURER OF NEW CASEMENT WINDOWS:

MODEL OF NEW CASEMENT WINDOWS:

COST PER EACH FOR EACH NEW PICTURE WINDOW:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

TOTAL COST FOR 3 NEW PICTURE WINDOWS:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

MANUFACTURER OF NEW PICTURE WINDOWS:

MODEL OF NEW PICTURE WINDOWS:

COST PER EACH FOR EACH NEW PICTURE WINDOW WITH AN AWNING WINDOW:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

TOTAL COST FOR 3 NEW PICTURE WINDOWS WITH AN AWNING WINDOW:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

MANUFACTURER OF NEW PICTURE WINDOWS WITH AN AWNING WINDOW:

MODEL OF NEW PICTURE WINDOWS WITH AN AWNING WINDOW:

COST PER EACH FOR EACH NEW DOUBLE HUNG WINDOW:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

TOTAL COST FOR 6 NEW DOUBLE HUNG WINDOWS:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

MANUFACTURER OF NEW DOUBLE HUNG WINDOWS:

MODEL OF NEW DOUBLE HUNG WINDOWS:

CASEMENT, PICTURE WINDOWS, PICTURE WINDOWS WITH AN AWNING WINDOW AND DOUBLE HUNG WINDOWS MEET THE CITY'S WARRANTY REQUIREMENTS: _____ YES _____ NO. IF NO, DETAIL THE WARRANTY EXCEPTIONS ON THE SPECIFICATIONS EXCEPTION FORM.

TOTAL COST FOR ALL REPLACEMENT WINDOWS FOR ALL FOUR (4) FIRE STATIONS:

_____ DOLLARS \$ _____
TOTAL BID PRICE WRITTEN FIGURES

NUMBER OF CALENDAR DAYS NEEDED BEFORE WINDOW INSTALLATIONS CAN BEGIN AFTER RECEIPT OF ORDER (ARO) FROM THE CITY: _____

NUMBER OF CALENDAR DAYS NEEDED TO COMPLETE ALL WINDOW INSTALLATIONS AFTER WORK BEGINS: _____.

CONTRACTOR PROPOSES THAT WORK SHALL BEGIN: _____ AS SOON AS POSSIBLE OR _____ IN THE SPRING OF 2008.

OTHER ITEMS:

1. LOCATION WHERE WARRANTY SERVICE WILL BE DISPATCHED FROM: _____

2. VALUE ADDED SERVICES OFFERED AT NO ADDITIONAL COST TO THE CITY:

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS BID
2. THE RECEIPT OF THE FOLLOWING ADDENDA _____
3. THE FIRM SUBMITTING THIS BID HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Agent
41 Green Street
Concord, NH 03301
603-225-8530
603-230-3656 (Fax)
dross@onconcord.com

Due Date/Time: January 4, 2008 Not Later Than 2:00 PM

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: _____
I DO meet specifications

Signed: _____
I DO NOT meet specifications as listed in this proposal; exceptions are in the space provided.

Failure to submit this form with your Bid may result in your Bid being rejected as unresponsive.

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>		Exempt from backup withholding <input type="checkbox"/>
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional) City of Concord Finance Department 41 Green Street Concord NH 03301
	City, state, and ZIP code		
	List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)
---------------	--------------------------------------

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
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Part II	Certification
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Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. Person	Date:
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Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer IRS Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

CITY OF CONCORD, NEW HAMPSHIRE

**THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Failure to submit this form with your Bid may result in your Bid being rejected as unresponsive.

City of Concord, New Hampshire
RFP 21-08, REPLACEMENT WINDOWS-CONCORD FIRE STATIONS
Insurance Requirements for All Contractors

Additional Coverage is Required if Checked

Minimum Limits Required

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

Additional Coverage to Include

- Owners & Contractors' Protective – Limit NA
- Underground/Explosion and Collapse

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
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- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

- Garage Liability NA
- Garage Keepers Legal Liability NA

Workers Compensation

NH Statutory including Employers Liability
 - Each Accident/Disease-Policy Limit/Disease-
 - Each Employee \$100,000/\$500,000/\$100,000

Commercial Umbrella

- May be substituted for higher limits required above NA
- Follow Form Umbrella on ALL requested Coverage

Other

- 1. Professional/Errors & Omissions NA
- 2. Builders Risk – Renovation Form
 - All Risk completed value form including Collapse NA
 - Sublimit for Soft Cost Coverage NA
- 3. Installation Floater (Equipment) NA
- 4. Riggers Liability NA
- 5. Environmental – Pollution Liability NA
- 6. Aviation Liability NA
- 7. Watercraft – Protection & Indemnity NA

The City of Concord must be named as Additional Insured

QUALIFICATIONS STATEMENT

The undersigned submits answers to the following questions to enable the City of Concord to judge experience and ability in, and facilities for, the work proposed to be done.

1. The work, if awarded to you, will have the resident personal supervision of whom?
State his/her name, title, and their special qualifications:

2. Describe equipment you propose to furnish. (a) your own; (b) rented:

a. _____

b. _____

3. How many years has your organization been in business as a contractor under the name in which you propose to execute this contract?

4. Has your present organization ever failed to complete any work awarded to it?

If so, state when, where and

why: _____

5. Provide three (3) references (to include name, address, telephone number and point of contact) for contracts that you currently have or have completed with a scope of work similar to that detailed by RFP21-08:

NOTICE OF AWARD

Dated _____, 200_

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: RFP21-08 _____

PROJECT: REPLACEMENT WINDOWS-CONCORD FIRE STATIONS _____

CITY'S CONTRACT NO.: RFP21-08 _____

CONTRACT FOR: REPLACEMENT WINDOWS-CONCORD FIRE STATIONS

You are notified that your Bid dated _____, 200_ for the above Contract has been considered. You are the apparent successful contractor and have been awarded a contract to remove and dispose of existing windows and provide, deliver and install new replacement windows at the City's four (4) fire stations. All terms, conditions, specifications and prices shall be in accordance with the CITY'S Request for Proposals, RFP21-08, Replacement Windows-Concord Fire Stations, and the CONTRACTOR'S bid opened on **January 4, 2008**.

The not-to-exceed lump sum contract Price of your contract shall be:

_____ Dollars (\$) _____).

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by _____, 2008. You must deliver to the CITY:

1. One fully executed counterpart of the Agreement;
2. Separate Payment and Performance Bonds each in the amount of the contract price; and
3. Your firm's insurance certificate meeting the minimum required types and levels of coverage that names the CITY as additional insured.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your bid abandoned, to annul this Notice of Award and declare our bid bond security forfeited.

Within ten (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement, issue a purchase order and Notice to Proceed and return your bid bond security.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

Douglas B. Ross, Purchasing Agent
(NAME/TITLE)

Copy to CONCORD FIRE DEPARTMENT

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 200_ by and between
The City of Concord, New Hampshire, hereinafter called “**CITY**” and
_____ doing business as (an individual,) or (a partnership,) or (a
corporation) hereinafter called “**CONTRACTOR**”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** will commence to remove and dispose of designated existing windows and deliver and install new replacement windows at the **CITY’S** four (4) fire stations. All terms, conditions, specifications and prices shall be in accordance with the **CITY’S** Request for Proposals (RFP21-08, Replacement Windows-Concord Fire Stations) and the **CONTRACTOR’S** proposal opened on **January 4, 2008**.
2. The **CONTRACTOR** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the **WORK** as detailed by RFP21-08.
3. The **CONTRACTOR** will commence the work required by the **CONTRACT DOCUMENTS** within _____ calendar days after the date of the **NOTICE TO PROCEED**. Completion time for the project will be not later than _____ calendar days thereafter.
4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the following not-to-exceed **UNIT** prices:

(A) Fire Station 1: 150 North State Street Casement & Picture Windows:

_____ Dollars (\$ _____)
Written Figures

(B) Fire Station 4: 15 Broadway Street Casement & Picture Windows:

_____ Dollars (\$ _____)
Written Figures

(C) Fire Station 5: 46 Village Street Casement & Picture Windows:

_____ Dollars (\$ _____)
Written Figures

(D) Fire Station 7: 227 Loudon Road Casement, Picture, Picture with Awning and Double Hung Windows:

_____ Dollars (\$ _____)
Written Figures

(E) Total for all Four (4) Fire Stations:

_____ Dollars (\$ _____)
Written Figures

5. The term “**CONTRACT DOCUMENTS**” means and includes the following:

- (A) REQUEST FOR PROPOSALS
- (B) GENERAL TERMS AND CONDITIONS
- (C) INSTRUCTIONS TO BIDDERS
- (D) SCOPE OF SERVICES
- (E) PROPOSAL BOND
- (F) PROPOSAL SUBMISSION CHECKLIST
- (G) PROPOSAL SHEET
- (H) SPECIFICATIONS EXCEPTION FORM
- (I) ALTERNATE FORM W-9
- (J) INDEMNIFICATION AGREEMENT
- (K) QUALIFICATIONS STATEMENT
- (L) INSURANCE CERTIFICATE
- (M) PAYMENT AND PERFORMANCE BONDS
- (N) LETTER OF AWARD
- (O) NOTICE OF AWARD
- (P) AGREEMENT
- (Q) NOTICE TO PROCEED
- (R) CITY OF CONCORD PURCHASE ORDER
- (S) ADDENDA:

No. _____, dated _____, 200 ____

No. _____, dated _____, 200 ____

6. The **CITY** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Terms and Conditions such amounts as required by the **CONTRACT DOCUMENTS**. Retention from progress payments will be in accordance with the General Terms and Conditions.

6. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:

CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Agent

(SEAL)

ATTEST:

Name _____

Title _____

CONTRACTOR:

By _____

Name _____

(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: RFP21-08

PROJECT: REPLACEMENT WINDOWS-CONCORD FIRE STATIONS

CITY'S CONTRACT NO.: RFP21-08

CONTRACT FOR: REPLACEMENT WINDOWS-CONCORD FIRE STATIONS

(Name of Contractor)

You are notified that the Contract Time under the above contract will commence to run upon receipt of this Notice to Proceed. You are to start performing your obligations under the Contract Documents within _____ calendar days of the date of this Notice to Proceed. In accordance with the Agreement, the window installations shall be complete within _____ calendar days thereafter.

Before you may start any Work at the site the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance and Payment and Performance Bonds which you are required to purchase and maintain in accordance with the Contract Documents.

CITY OF CONCORD, NEW HAMPSHIRE
(CITY)

By _____
(Authorized Representative)

Douglas B. Ross, Purchasing Agent
(NAME/TITLE)

COPY TO CONCORD FIRE DEPARTMENT

Finance Department

Purchasing Division

**CITY HALL 41 GREEN STREET Concord, NH 03301
(603)225-8530 FAX(603)230-3656**

City of Concord, New Hampshire



Reference: RFP21-08

If you choose not to bid, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

* * * * No Proposal Questionnaire * * * *

A no proposal is submitted in reply to the City of Concord Request for Proposals, RFP21-08, Replacement Windows-Concord Fire Stations for the following reasons:

- _____ Item not supplied by our company.
- _____ Proposal specifications (give reason(s), e.g., too restricted, not clear, etc.):

_____ Profit margin on municipal proposals too low.

_____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) _____

_____ Insufficient time allowed to prepare and respond to RFP.

_____ Proposal requirement too large _____ or too small _____ for our company.

_____ Priority of other business opportunities limit time/other resources available to deliver or perform according to bid specifications.

_____ Other reason(s), please specify:

Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)

ATTACHMENT A
PROPOSAL EVALUATION FORM

FIRM: _____ DATE: _____

PROJECT: RFP21-08, REPLACEMENT WINDOWS-CONCORD FIRE STATIONS

DEPARTMENT/DIVISION: CONCORD FIRE DEPARTMENT

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
- Contractor Submitted all Required Documents	5		
- Cost	15		
- Warranty: Meets or Exceeds City Requirements	10		
- Contractor's Schedule for Beginning & Completing Work	10		
<u>Firm/Organization:</u>			
- Relevant Experience	10		
- Qualifications and Skills	10		
- Record of Satisfactory Performance	10		
Total:			

Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10

Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The vendor with the highest Total Score is awarded the contract.

